

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

This is a PERFORMANCE BASED CONTRACT to furnish all necessary management, personnel, materials, supplies, tools, parts, equipment and vehicles required to perform operation and maintenance services at the Laurel River Lake project in accordance with Section C, Descriptions/Specifications.

NOTE: Refer to the Federal Acquisition Regulation Part 52.216-21 Requirements Clause where it actually states that this will be a requirements contract for the services specified and effective for the period stated, in this Schedule. The quantities of services specified in this schedule are estimates only and not purchased by this contract.

TOTAL PRICE FOR BASE YEAR AND OPTION YEAR:

\$ _____

PURCHASE REQUEST NUMBER: W38XDD-3225-0365

**SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS
LAUREL RIVER LAKE**

BASE YEAR

		Est. Quant.	Unit	Price	Total Price
<u>Section 1</u>	General – No bid items				
<u>Section 2</u>					
0001	Grass Mowing	12	Each	\$ _____	\$ _____
<u>Section 3</u>					
0002	Trail Maintenance Heavy Schedule	6	Month	\$ _____	\$ _____
0003	Trail Maintenance Light Schedule	6	Month	\$ _____	\$ _____
<u>Section 4</u>					
0004	Cleaning Services Heavy Schedule	5	Month	\$ _____	\$ _____
0005	Cleaning Services Intermediate Schedule	2	Month	\$ _____	\$ _____
0006	Cleaning Services Light Schedule	5	Month	\$ _____	\$ _____

Section 5

0007	Mulching of Landscaped Areas	1	Each	\$ _____	\$ _____
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Section 6

0008	Cleaning Boat Interior	4	Each	\$ _____	\$ _____
0009	Cleaning Boat Exterior & Trailer	2	Each	\$ _____	\$ _____

Section 7

0010	Janitorial Services Res. Manager's Office	12	Month	\$ _____	\$ _____
0011	Janitorial Services Maint. Compound & Shop	12	Month	\$ _____	\$ _____

Section 8

0012	Water Sampling	10	Each	\$ _____	\$ _____
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Section 9

0013	Fishing Pier Adjustment	6	Each	\$ _____	\$ _____
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TOTAL – Operation and Maintenance Services
01 January 2004 - 31 December 2004

\$ _____

OPTION YEAR ONE

		Est. Quant.	Unit	Price	Total Price
<u>Section 1</u>	General – No bid items				
<u>Section 2</u>					
0001	Grass Mowing	12	Each	\$_____	\$_____
<u>Section 3</u>					
0002	Trail Maintenance Heavy Schedule	6	Month	\$_____	\$_____
0003	Trail Maintenance Light Schedule	6	Month	\$_____	\$_____
<u>Section 4</u>					
0004	Cleaning Services Heavy Schedule	5	Month	\$_____	\$_____
0005	Cleaning Services Intermediate Schedule	2	Month	\$_____	\$_____
0006	Cleaning Services Light Schedule	5	Month	\$_____	\$_____
<u>Section 5</u>					
0007	Mulching of Landscaped Areas	1	Each	\$_____	\$_____
<u>Section 6</u>					
0008	Cleaning Boat Interior	4	Each	\$_____	\$_____
0009	Cleaning Boat Exterior & Trailer	2	Each	\$_____	\$_____
<u>Section 7</u>					
0010	Janitorial Services Res. Manager's Office	12	Month	\$_____	\$_____
0011	Janitorial Services Maint. Compound & Shop	12	Month	\$_____	\$_____
<u>Section 8</u>					
0012	Water Sampling	10	Each	\$_____	\$_____
<u>Section 9</u>					
0013	Fishing Pier Adjustment	6	Each	\$_____	\$_____
	TOTAL – Operation and Maintenance Services 01 January 2005 - 31 December 2005				\$_____

CLAUSES INCORPORATED BY REFERENCE

52.212-2	Evaluation - Commercial Items	JAN 1999
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.216-21	Requirements	OCT 1995
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JUL 2002

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

- (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii) Alternate I to 52.219-5.

____(iii) Alternate II to 52.219-5.

____ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

____ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

____ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

____(ii) Alternate I of 52.219-23.

____(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__xx_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

xx (12) 52.222-26, Equal Opportunity (E.O. 11246).

xx (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

xx (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

____ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

xx (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

____ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

xx (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

____xx____(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____xx____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

STATEMENT OF WORK**TECHNICAL PROVISIONS****Section 1****General****TP-1.1 SCOPE OF WORK.**

The Contractor shall furnish all necessary management, supervision, inspection, personnel, materials, supplies, parts, tools, fuel, equipment, vehicles and transportation, except as otherwise provided for herein, required to perform the routine operation and maintenance services within the area of Laurel River Resource Manager's Office and Dam, hereafter known as Laurel or Laurel River Lake, including 0.2 miles of the Laurel River downstream from Laurel River Dam. The Contractor shall comply with all Terms, Conditions, General, Specific and Technical Provisions, Drawings, Attachments, Exhibits, etc., contained herein or incorporated by reference. Incorporation by reference shall include any and all mandatory provisions required by the Federal Acquisition Regulation (FAR) whether it is referenced or not referenced, current at time of award.

Estimated quantities and/or the work to be performed are described herein and listed on separate sheets as Exhibits. These quantities are approximate and are provided only for the Contractor's information to assist in preparation of proposals. They are not guaranteed and the actual quantities may be more or less than shown. Variation in these estimated quantities shall not be justification for modification of the contract or request for additional payment. It is the Contractor's responsibility to verify areas and quantities by an on site review. The services required in this contract are in addition to the routine operation and maintenance performed by Government personnel, however the Government reserves the right to perform any or all of the services described herein with its own personnel or volunteers. The Contractor's work and responsibility shall include, but shall not be limited to: all planning, programming, administration and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulations, codes, or directives. The Contractor shall perform all related Contractor administrative services necessary to perform the work such as equipment and supply procurement, quality control, and maintenance of accurate and complete Contractor records and files as well as timely submission of required files and reports to the Government.

Minor repair, renovation, lake fluctuations, or lack of funds may cause the temporary closing of some portions or all of some public use areas. Lack of funds may also cause reduced frequency of services ordered. Such events will not be a basis for a claim under this contract. The Contractor's work schedule shall be sufficiently flexible to meet these changing demands.

TP-1.2 BACKGROUND.

Laurel River Lake is located on Laurel River about 30 miles southeast of Somerset, Kentucky and due west of Corbin, Kentucky. The area of work is located in Laurel and Whitley counties of Kentucky within the Daniel Boone National Forest and consists of 900 acres on the lower end of the lake operated by the Corps of Engineers. Areas on Laurel may undergo renovation, which will occasion the temporary closing of portions of some public use areas and some changes in the facility counts to accommodate the renovation program. The Contractor's work schedule shall be sufficiently flexible to meet these changing needs.

TP-1.3 WORKING HOURS.

a. Normal Working Hours. Normal working hours and days, except as otherwise specified or approved in advance by the Contracting Officer's Representative (COR), or designated representative shall be Monday through Friday, 8:00 a.m. to 4:30 p.m. local time. The ten federal holidays observed are:

New Years Day (January 1st)
 Martin Luther King's Birthday (3rd Monday in January)
 Washington's Birthday (3rd Monday in February)
 Memorial Day (Last Monday in May)
 Independence Day (July 4th)
 Labor Day (1st Monday in September)
 Columbus Day (2nd Monday in October)
 Veterans Day (November 11th)
 Thanksgiving Day (4th Thursday in November)
 Christmas Day (December 25th)

When a holiday falls on a Sunday, the following Monday will be observed as the Federal holiday. If a holiday falls on a Saturday, the preceding Friday is observed as the Federal holiday.

Work that interferes with other ongoing functions at Laurel River Lake shall be scheduled outside normal working hours, as specified by the COR. Refer to individual sections of this specification for specific schedules of work.

TP-1.4 PERMITS AND LICENSES.

The Contractor shall obtain any licenses or permits required for the contract at his/her own expense. The Contractor shall comply with all current Federal, state, and local laws and regulations and shall comply with any subsequent changes.

TP-1.5 IDENTIFICATION OF CONTRACT EMPLOYEES.

The Contractor shall wear and shall furnish his employees' uniforms (overall or shirt-pants combination) with a company identification patch on the breast pocket or on the sleeve at the top of the arm within 30 days after notice of the award of the contract. Uniforms shall be kept neat, clean and in good repair. Contractor's vehicles and major subcontractor's vehicles shall be identified with the company name prominently displayed (minimum two inch letters) on the outside of both front doors of each vehicle in such a manner as to provide a readily visible means of identification. Logos shall not be used in lieu of the above described vehicle identification.

TP-1.6 SAFETY AND SECURITY REQUIREMENTS.

If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the COR or designated representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stoppage shall be made subject to claim for extension of time or for excess costs or damages to the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order. The Contractor shall comply with all current provisions of the Occupational Safety and Health Act (OSHA); the standards of the Corps of Engineers Manual, EM 385-1-1, the Safety and Health Requirements Manual. EM 385-1-1 can be viewed at website <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>. The Contractor shall provide all safety equipment, which must conform to standards, set by the American National Standards Institute (ANSI).

The Contractor will be furnished a set of keys to the buildings and gates. No duplicates of the keys are to be obtained in any manner by the contractor or any Contractor employees. Any additional keys required by the Contractor will be furnished by the COR. Security of the keys issued shall be the responsibility of the Contractor. The failure of the Contractor to provide adequate key security will result in a deduction from the payment due the Contractor in the amount of \$25.00 per lost or damaged key and a deduction for recombining any affected locks at the rate of \$50.00 per lock plus the installation.

The Contractor shall report to the COR problems encountered in the course of his/her work such as theft, vandalism, safety hazards, erosion and facility malfunctions.

Prior to the start of work under this contract, the Contractor shall provide the COR with a written Safety plan and an Activity Hazard Analysis (AHA). The plan must be accepted by the COR or designated representative before work commences.

TP-1.7 SAFEGUARDING GOVERNMENT PROPERTY

The Contractor shall cooperate with Government personnel in safeguarding Government property. The Contractor shall establish security procedures and safeguards that are compatible with the Government's existing procedures to protect all equipment, materials, supplies, tools, and other resources.

TP-1.8 ACCIDENT REPORTING.

The Contractor shall maintain an accurate record of and shall report to the COR or designated representative in the manner and on the forms prescribed by the COR, all accidents within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

TP-1.9 DAMAGE REPORTS.

In all instances where Government property and/or equipment is damaged by the Contractor or his employees, a full report of the incident and extent of such damage shall be submitted to the COR within 2 work days (less weekends and holidays) of occurrence.

TP-1.10 DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY.

The Contractor is responsible for taking the action necessary to protect all Contractor property and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above.

TP-1.11 CONTRACTOR EMPLOYEES.

All contractor employees shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. The Contractor, subcontractors or their employees shall not consume alcoholic beverages or controlled substances while on duty. Nor shall they perform their duties while under the influence of said substances.

The Contractor shall remove from the site any individual whose continued employment is deemed by the COR or designated representative to be contrary to the public interest or inconsistent with the best interests of the U.S. Army Corps of Engineers.

The COR or designated representative will require the Contractor to immediately remove from the work site any employee who is incompetent, or who endangers persons or property, or who's physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the Contractor will be made in writing if time and circumstances permit. Otherwise, notification will be verbal and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract and immediate replacement shall be made as required.

TP-1.12 SUPERVISION.

The Contractor shall give his/her personal supervision to the work, or have a competent Foreman or Superintendent on the site at all times work is in progress with authority to act for the Contractor. Such authorization shall be submitted in writing to the COR. The COR shall

conduct the overall management and be the central point of contact with the Government for performance of all work under this contract. The Superintendent and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of this contract. The Contractor or Superintendent shall deal directly with the COR or a designated representative, for normal day-to-day administration of the contract provisions. The Contractor or Superintendent shall notify the COR or designated representative upon arrival at the project and when ready to leave for the day.

The Contractor or the Superintendent shall contact the COR or a designated representative daily or as otherwise approved by the COR, to coordinate the work schedule in compliance with the terms of the contract and to arrange satisfactory working agreements. The Contractor shall furnish, in writing, to the COR, the name or names of Superintendent(s) for on-the-job contact and supervision purposes. The Contractor and Superintendent(s) will be required to attend pre-work conferences prior to commencing work under this contract.

TP-1.13 MINIMUM PERSONNEL REQUIREMENTS.

The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

TP-1.14 MINIMUM PERSONNEL QUALIFICATIONS.

Employees, technical personnel, subcontractors and consultants shall have the applicable education, experience or knowledge as evidenced by license, certificates, diploma, etc., to indicate a comprehensive understanding of the systems, components and equipment to be used under this contract. Only properly trained and qualified employees shall be used in the performance of this contract. All employees performing work under this contract must be at least 18 years of age. The Contractor shall ensure that he/she and all employees shall comply with such Government regulations and safety standards as are applicable during the time spent performing work under this contract.

A file containing the qualifications (education and experience) and/or certification and/or licenses of each employee and subcontractor shall be maintained by the Contractor. These files shall be made available to the COR or designated representative upon request and will be used as a basis for determining the qualifications of personnel. In the event the COR or designated representative decides the Contractor does not have a qualified employee to perform the specified work, the Contractor will be required to immediately provide qualified personnel or to subcontract the work to a specialist familiar with the type of work to be accomplished. The Contractor shall supply to the COR or designated representative complete lists of names, addresses and telephone numbers for himself/herself, employees and subcontractors. Any changes shall be reported to the COR within two working days.

TP-1.15 ENVIRONMENTAL PROGRAM

The Contractor shall comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters shall be coordinated with the COR. Any of the facilities operated by the Contractor may be inspected by the COR, designated representative or other Federal, State and local officials on a non-notice basis. Access for inspection shall be granted upon request. Citations against Government facilities operated by the Contractor for noncompliance with environmental standards are a matter for resolution between the Government and the issuing office. Payment of fines or penalty charges associated with citations issued through Federal, state or local officials shall be paid through the Government. If the citations are issued due to faulty operation or maintenance practices, the COR shall deduct the fine from any monies due the Contractor.

TP-1.16 QUALITY ASSURANCE.

The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures is deemed appropriate. The Contractor shall inform the COR or designated representative when jobs are complete and ready for inspection. The Contractor shall, without charge, correct any workmanship found by the Government not to conform to the contract requirements unless, in the public interest, the Government consents to accept such workmanship with an equitable adjustment in contract price.

If the Contractor fails to perform according to the performance standards, a Notification of Contract Discrepancy will be issued by the COR. The Contractor shall explain, in writing, why performance was not satisfactory and how recurrence of the problem will be prevented in the future. A meeting shall be held no later than one normal workday after a Contract Discrepancy Report (CDR) is issued, see *Exhibit A*. Mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings may be prepared by the COR and signed by the COR, the Contractor, or their designated representatives, as appropriate to the occasion.

Should the Contractor fail to satisfactorily perform any routine service (i.e. litter pickup, trash removal, restroom cleaning, etc.) that is required on a daily basis or at a specific time, a discrepancy notice will be issued. Since the nature and the schedule of this type work does not afford an opportunity to re-perform the service, a deduction for work not performed will be made.

TP-1.17 INTERRUPTIONS TO SYSTEMS.

All the work that would necessitate an interruption of the use of the project or to the systems or otherwise disrupt building occupants and/or the visiting public shall be fully coordinated and approved in advance by the COR. Interruptions shall be kept to an absolute minimum.

TP-1.18 GOVERNMENT FURNISHED ITEMS (GFI).

a. General. A certain amount of Government owned facilities, materials and supplies are on hand and may be available for use by the Contractor. The Contractor shall be responsible for the proper storage, inventory and security of all Government furnished items. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract consistent with all Federal, Department of Defense, and Environmental Act Policies, standards, codes, or directives.

GFI will be made available from various storage areas on the project or from various suppliers in the vicinity of the project. The Contractor shall be responsible for the proper care, storage, safeguarding and transporting of all GFI. Any GFI that is lost or damaged through negligence of the Contractor shall be replaced or repaired by the Contractor to the satisfaction of the COR.

Items that are procured for the proper and efficient operation, maintenance and repairs of the Laurel River Lake Project will remain the property of the Government. All items shall be maintained and stored in accordance with good maintenance and storage practices and procedures, which are subject to review, inspection and approval by the COR.

b. Government-Furnished Facilities. Suitable storage space will be provided for the Contractor's use under this contract as listed below:

<u>Facility</u>	<u>Use</u>
Storage Yard (Fenced), Area designated for Contractor use	General Storage
Shed	Storage
Cabinets	Storage

All facilities are provided in an "as is" condition and shall be used only in connection with performance under this contract. Should the Contractor reject any or all of these facilities, the Contractor shall provide the necessary facilities at no cost to the Government. The Contractor shall keep the storage areas in a neat and orderly condition. Access to fuse boxes, water valves, etc. shall not be blocked. The location of all Contractor-provided facilities shall be approved through the COR prior to construction, use or placement. The Contractor shall maintain such building and storage space to the same or higher standards as similar areas occupied by the Government and shall assume responsibility for the safekeeping of facilities provided. At the completion of the contract, all facilities and equipment shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence on the part of the Contractor or Contractor employees. Modifications or changes shall not be made to any GFI or facilities without prior written approval through the COR. Any modifications to the GFI or facilities shall be at the Contractor's expense. The facilities do not include a location for a residence and the Contractor will not be allowed to have a recreational vehicle, motor home, or trailer on Government property. The facilities provided consist of buildings and associated yard space, and shall include the existing hook-ups for electricity, water, and sewage. The Contractor shall be responsible for maintaining physical security for Government furnished items, facilities and property. All Government furnished items shall be used only for the performance of work specified herein.

c. Utilities. The Government will furnish all utilities, where available, except telephones. The Contractor shall make a dedicated effort to conserve utilities and shall comply with all Government regulations regarding energy conservation. Government furnished utilities shall be used only in the performance of work specified in this contract. Telephones shall not be used for personal calls and long distance calls made by the Contractor or his employees shall not be charged to Government telephones. In the event long distance charges are made to the Government telephones, the Contractor shall pay for all costs.

d. Dispensable items. The following dispensable items will be furnished to the Contractor as needed provided the Resource Manager requires the use of such items in an area.

- (1) Graffiti remover
- (2) Mulch
- (3) Life jugs & rope
- (4) Cleaning fluid to be used in composting restroom
- (5) Chemicals for compost unit
- (6) Sealant/stain
- (7) Sand for beach
- (8) Fluorescent light bulbs for Resource Manager's Office and shop

e. Forms. All Department of Defense forms required by the Government to be used under this contract will be provided by the Government during the contract period.

f. Operating Manuals. Facility operating manuals and suppliers' catalogs presently maintained by the Government will be available to the Contractor on an as needed basis.

g. Control. The Contractor shall sign for and be responsible for ensuring that Government furnished property, facilities or items are utilized only for contract purposes. Upon completion or termination of the contract, for any reason, and except for fair wear and tear, the Contractor shall return all Government furnished items and any unused material, supplies or parts in the same condition as received. Any discrepancies (except for fair wear and tear), damages or deficiencies in the inventory shall be chargeable against the Contractor. Contractor should notify the Resource Manager when consumable supplies are running low and not wait until supplies are exhausted.

TP-1.19 CONTRACTOR FURNISHED ITEMS (CFI).

a. General. Except as described elsewhere in this contract, the Contractor shall furnish all personnel, facilities, vehicles, equipment and operators, supplies, tools, materials and parts necessary to accomplish all required services. All Contractor furnished items shall meet all applicable Federal, Department of Defense, Department of the Army, State and local laws or regulations. Unless otherwise specified, when the Contractor provides services, the Contractor shall provide all the necessary "tools of the trade" to accomplish the work. This includes the vehicles necessary to transport GFI, any other materials and supplies, and/or Contractor personnel to and from the job site.

b. Dispensable items. The Contractor will furnish the dispensable items including but not limited to the items listed below when needed to accomplish the work:

- (1) Toilet paper
- (2) Paper towels
- (3) Trash bags
- (4) Hand soap
- (5) Dishwashing detergent
- (6) Toilet bowl disinfectant
- (7) Window cleaner
- (8) Toilet bowl and urinal deodorant
- (9) Standard (incandescent) light bulbs
- (10) Time Dispensed Air Fresheners
- (11) Filters for Heating and Cooling Vents

c. Material Safety Data Sheets. Material safety data sheets (MSDS) will be maintained for all hazardous chemicals used in performing contract requirements. A copy of all MSDS shall be furnished to the Resource Manager prior to use on the project.

d. Quality. All Contractor-furnished supplies and materials used shall be new and of a quality equal to or better than the items to be replaced. The items used shall be standard products of manufacturers regularly engaged in the production of such items. The products shall be formulated for the purpose used and cause no damage to the equipment or materials upon which they are used. All Contractor furnished items are subject to approval by the COR prior to being used. All equipment, vehicles, tools and cleaning gear shall be kept in good condition, appearance and repair.

TP-1.20 DAMAGE TO GOVERNMENT PROPERTY.

The Contractor shall use reasonable care to avoid damaging buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to equipment or loss of property or generating capacity the Contractor shall replace or repair the damage, at no cost to the Government, as the COR directs. If the Contractor fails or refuses to make such repairs or replacement, the Contractor shall be liable for the cost, which will be deducted from the contract price.

TP-1.21 OTHER CONTRACTS.

The Government may undertake or award other contracts or have lessees performing certain work, and the Contractor shall fully cooperate with such other Contractors, lessees, and Government employees and carefully fit their own work to such other additional work as may be directed by the COR. The Contractor shall not commit or permit any act, which will interfere with the performance of work by another Contractor, by a lessee, or by Government employees. The COR may alter the work schedules of another Contractor, lessee, Government employees or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the COR shall not be the basis for a claim by the Contractor.

TP-1.22 INCLEMENT WEATHER AND HOLIDAY WORK.

The contractor shall maintain the schedule of services regardless of inclement weather. Exceptions can be approved through the COR when severe conditions make it impracticable or dangerous to perform the work. Work will be performed on the holidays (Memorial Day, Independence Day, and Labor Day) that occur during the high visitation period (April through October). Also, additional personnel may be required to adequately take care of the additional workload during the periods of heavy public visitation.

TP-1.23 PAYMENT.

The Contractor will be paid only for work accomplished and performed in accordance with these specifications. The Contractor shall submit two typewritten copies of ORD Form 5 (Invoice) or standard company invoice to the Laurel River Lake Resource Manager no later than the fifth of each month. Services billed will be those provided for the previous calendar month. See *Exhibit B*.

TP-1.24 DEFINITIONS.

As used throughout this description/specification, the following terms shall have the meaning set forth below:

a. Contractor. The term Contractor refers to the prime Contractor and all contractor employees and personnel. The prime Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

b. Contractor Representative. A foreman or superintendent assigned to represent the interests of the Contractor with regards to all matters involving this contract.

c. Contracting Officer. A person with authority to enter into or to administer to and/or to terminate contracts and make related determinations and findings.

- d. Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to be responsible for administration of the contract.
- e. Quality Control. A method used by the Contractor to control the quality of services provided.
- f. Office. Areas primarily for clerical or administrative functions and which usually contain desks, chairs, file cabinets, tables and other common office furnishings.
- g. Storage/Utility Areas. Areas primarily used for the storage of supplies, materials, or equipment, and areas used for general or utility purposes such as employees eating areas or parking areas.
- h. Restrooms/Comfort Stations. Sinks, toilets, urinals provided for the comfort and personal hygiene of persons using the facilities.
- i. Clean. Free of dirt, impurities, or extraneous matter. The act of removing all dirt, impurities or extraneous matter without damage, injury or impairment to that which is being cleaned.
- j. Trimming. The cutting or clipping of grass, weeds, or other vegetation to a height equal to adjacent freshly mowed grass to produce a neat, orderly appearance.
- k. Major Subcontractor. A subcontractor that performs services other than one-time or incidental services of a minor nature (i.e. other than a subcontractor used by the Contractor to make a one-time equipment repair). A subcontractor that is used to perform services on a routine, recurring basis (i.e. a subcontractor used to perform mowing work all season in one or more areas).

TECHNICAL PROVISIONS

Section 2

Grass Mowing

TP-2.1 GENERAL

The work shall consist of mowing and trimming all grass and other vegetation in designated locations at the various areas at the Laurel River Lake Project. The Contractor shall provide all personnel, materials, supplies, parts, tools, equipment, and vehicles to perform this work.

TP-2.2 WORK TO BE PERFORMED - (Item # 0001).

Designated areas shall be cut to a height of no more than five (5) inches, or less than three (3) inches above ground. Grass shall be neatly trimmed around trees, shrubs, posts, walks, guardrails, barriers, buildings, edges of pavement and sidewalks, mulch beds, planter boxes, sign bases and other structures. Ditches and other areas that cannot be cut by machine shall be hand cut. Wherever possible, a minimum distance of two feet beyond ditches and guardrails shall be mowed or trimmed. Clippings shall be kept off of roads, sidewalks, picnic tables and pads, parking lots, pull-offs, planters, etc. or removed immediately after mowing. Any piling or heaping of grass clippings shall be removed immediately after an area mowing is completed. Any remaining clippings shall be evenly or uniformly distributed throughout the mowing area. Before each mowing, the contractor shall remove all litter, leaves and other debris within the mowing area and place it in approved disposal areas.

Grass, weeds, leaves, litter and debris in all planters, sign bases, and landscaped areas shall be removed each time mowing is accomplished or as necessary to keep them free of said materials. Grass and weeds in joints, cracks or between paved surfaces and any retaining wall or curb shall be removed or spot treated with approved herbicide (applicator must be certified and licensed by the state). All herbicide treatment must have prior approval from the COR and complete ORN Form 1031. Weeds, grass, leaves, litter and debris also shall be completely removed from mulched areas around all ornamental shrubs, trees and ground covers; planter boxes and plant beds shall be weeded whether or not they are mulched. This includes removal of said materials from bases of or within ornamental plants.

TP-2.3 SCHEDULE OF WORK.

Grass normally requires cutting at various intervals depending on moisture, temperature and soil conditions at a particular site. The cutting schedules will be determined through the COR based on seasonal rates of growth. Approximately 12 mowings are anticipated per season. No mowing will be permitted on Saturdays, Sundays, or holidays unless approved by the COR. Mowing and trimming shall not be performed between the hours of 6pm and 6am in picnic areas. Mowing and trimming shall be accomplished in such a manner as not to endanger or annoy visitors using an area. Areas around visitors shall be mowed or trimmed with hand tools or the work delayed until the sites are vacant.

Mowing and trimming on the project shall be completed within five (5) days from the day the work started except during inclement weather and upon notification of the COR. Trimming and mowing shall be performed approximately the same time, but in no case shall they be further apart than one (1) day.

Each mowing/trimming shall be accomplished only after coordination with the COR. The Contractor shall notify the COR when mowing is completed and ready for inspection. Such notification shall be made no less than one (1) day following the completion of mowing.

TP-2.4 LOCATION OF WORK.

The work shall be performed in the areas shown in *Exhibit C*.

TP-2.5 SPECIAL PROVISIONS.

- a. Mowing and trimming equipment shall have deflectors on the discharge area to provide protection against flying objects or the discharge shall be so directed as not to endanger persons or damage facilities.
- b. Weed-eater type equipment shall be used in such a manner so as not to damage trees, shrubs, or facilities.
- c. Mowing will not be permitted when the ground is so wet that mowing operations cause wheel rutting or may damage the surface or sod in any manner. The contractor shall be responsible for repairing and reseeding any damaged areas.
- d. Blades and cutting edges shall be kept sharp at all times to eliminate grass brown out and ragged cuts.
- e. All areas, such as ditch-line banks and bottoms which are too steep or soft, and inaccessible areas, which cannot be mowed by tractor or riding mower will be mowed by push mower or weed eater.

- f. As part of each mowing, plant beds and sign bases shall be kept free of trash and undesirable plant growth. Dead flower blooms and stems shall be removed from plant beds and sign bases.
- g. The top of the fill area at the dam overlook shall be mowed as part of the regular schedule. The slope of the fill area shall be cut twice per growing season. Riding mower shall not be used on the slope. The schedule shall be coordinated with the Resource Manager.
- h. Mowing of shoulders on State Highway 1193 is included.
- i. Mowers and other equipment shall be kept off of gravel shoulders to the maximum extent possible. Blades shall be disengaged and deck raised when crossing to prevent throwing of gravel.
- j. The ditch-line on both sides of the Power Plant road should be mowed using a push mower. The turn-around mowing may be performed using a tractor with bush-hog or sickle bar mower. Those areas that cannot be reached, such as weeds against bluffs shall be cut using a weed eater.

TECHNICAL PROVISIONS

Section 3

Trail Maintenance

TP-3.1 GENERAL

The work shall consist of maintaining hiking trails and footpaths.

TP-3.2 WORK TO BE PERFORMED AND SCHEDULE - (Items # 0002 & #0003).

Packed dirt trails and paths shall be checked over their entire length. Downed branches and trees obstructing the tread-way shall be removed. This work shall be done as follows:

Leaves shall be raked or blown from the length of trails and paths in April and November. Vegetation shall be pruned in May and September to remove branches, weeds, etc. Pruning shall be done for the width of the tread-way and to a height of seven feet above ground level. Removal of woody vegetation from tread-ways and immediately adjacent shall be done by means of a level cut made as close to the ground as possible so as not to leave pointed stubs or tripping hazards. There is no vehicular access.

Heavy Schedule: once per week from 1 April through 30 September.

Light Schedule: once per month from 1 October through 31 March.

TP-3.3 LOCATION OF WORK AND TRAIL DESCRIPTION.

- a. Laurel Loop Nature Trail - A hiking trail approximately 1.2 miles long. The surface is primarily natural soil with a graveled entry area. The trail has steps but no bridges. Facilities on the trail include two overlooks and a rest area. The trail is located south of the dam and begins at the overlook.
- b. Path to Fixed Fishing Pier - A handicapped accessible path approximately 100 yd. long. The surface is concrete.
- c. Path from Picnic Shelter to Shoreline. - A footpath located at the Day Use Area. The trail is packed dirt and is approximately .25 miles long.
- d. Path from Hwy. 1193 to Floating Fishing Pier - A gravel path approximately 200 feet long. The gravel shall be weeded as part of each mowing.
- e. Sheltowee Trace - A packed dirt trail approximately 0.8 miles long. .
- f. South Entrance to Spillway Beach - A gravel path approximately 150 yards.

TECHNICAL PROVISIONS

Section 4

Cleaning Services

TP-4.1 GENERAL

The work shall consist of cleaning and servicing public use areas and facilities at various recreation areas and operational areas and removal of refuse and litter from Laurel River Lake. The use of any nonstandard methods or practices or any deviation from the following specifications, or the use of any materials (i.e., chemicals, cleaning compounds, etc.) in a manner contrary to manufacturers specifications, must receive prior approval of the COR. The contractor shall provide all personnel, materials, supplies, parts, tools, equipment, vehicles and transportation to perform this work; except that the Government shall provide those items listed in Section 1. All safety hazards and any damage to the facilities shall be immediately reported to the COR.

TP-4.2 WORK TO BE PERFORMED - (Items #0004-0006).

a. Comfort Stations, Compost Toilets and Portable Toilets

Thoroughly clean all comfort stations, compost toilets and portable toilets to achieve a clean and sanitary condition by sweeping, wet mopping and then dry mopping; scrubbing; cleaning and disinfecting all toilets, sinks, drinking fountains, urinals; cleaning mirrors; and scrubbing doors, partitions, floors and walls. After each cleaning, facilities shall be fully supplied with toilet tissue and soap. No water shall be allowed to stand on floors. Water mixed with disinfectant or chemicals shall be poured in floor drains once per week for a pleasant odor and to create a trap seal except at the composting toilet. No strong solution of disinfectant or chemicals shall be used on floors, commode seats, plumbing fixtures, etc., nor shall it be poured into the drains that would kill or destroy bacteria in the sewage treatment system. Pipe chases of buildings and areas used for storage shall be kept in a clean and sanitary condition at all times. Access to fuse boxes, switches and water heaters in the pipe chase shall not be blocked. Building exteriors and interiors shall be kept free of insect nests, cobwebs, etc. Clean the screens in front of the portable toilets.

b. Picnic Shelter

The picnic shelter shall be kept clean and free of food particles, spilled drinks, grease, dirt, grass, insect webs and nests, and other debris by sweeping, mopping, scrubbing, hosing down, including floors, tables, benches, ceilings, etc. Shelter floors shall be dry mopped or squeegee to prevent standing water. Grills shall be cleaned and scraped if necessary. Cold ashes shall be removed and disposed of in authorized dumping areas. All associated grounds and facilities such as sidewalks, steps, water fountains, and electrical outlets shall be cleaned. Picnic tables shall be moved to their original positions and the grounds around the shelter shall be cleaned.

c. Picnic Sites

Thoroughly clean all tables including the seats, tops and supports and wash stained tables. Remove all insects, insect nests and webs from the facilities. Grills shall be cleaned and scraped if necessary. Cold ashes shall be removed from grills and fire-rings and disposed of in authorized dumping areas. Power blowers shall not be used for removal of ashes from grills. All debris including leaves, grass, tree limbs and litter, etc. shall be cleaned from the impact areas of picnic sites to a minimum of 20 feet around the sites. All associated grounds and facilities such as the impact areas, parking areas, steps and walks, water hydrants, and service tables shall be cleaned. The host site shall receive the same services as the picnic sites regardless of whether it is occupied.

d. Litter Removal

Pick up all trash, paper, bottles, glass, limbs, cans, pop tops and tabs from cans, animal carcasses, and all other debris including driftwood and dispose of in authorized dumping areas or as approved by the COR. This work shall be accomplished in all portions of public use areas, landward from the water's edge of the lake (regardless of the pool elevation), roads, road shoulders, entrance roads, parking areas, walkways, rip rap and removal of loose gravel, leaves and debris from paved areas. The Contractor shall mark and report any standing dead trees or large dead tree limbs in any area to the COR. The contractor shall remove fallen limbs found in any recreation area or across or along roads within areas. The area to be cleaned includes:

- Mowed or Cleared Areas - public use and administrative areas that are kept mowed/trimmed or have been cleared of underbrush. Includes shoulders of Hwy. 1193 except for where 1193 crosses the top of the dam.
- Wooded or Not Cleared Areas - Twenty (20) feet into these areas from mowed or cleared areas including roads, road shoulders and parking areas.
- Trails and Paths - All areas along and 20 feet either side of developed or undeveloped trails and paths. When these trails and/or paths terminate at the shoreline, all litter shall be removed from an area 50 feet upstream and downstream of the end of the trail or path. When the path or trail terminates in a location other than the shoreline, all litter shall be removed from an area within a 40-foot radius of the end of the trail or path.

- Picnic Areas - On around and between all sites, regardless of whether the areas are wooded or cleared. Litter shall be removed from an area 20 feet from all sides of all sites.
- Ditch-lines - Ditch-lines, drains, catch basins, drain tiles and culverts. A ditch-line shall be defined as the entire area of drainage from both slopes of the trough. Ditch-lines adjacent to roadways shall be cleaned from the edge of the pavement to the bottom of the ditch and up to the top of the slope feeding the ditch on the opposite side from the road.
- Roads and Parking Lots – Roads and parking spaces for a distance of twenty feet on either side of roads and parking areas. The Contractor shall cut up large trees or limbs into sizable pieces that are easily removed. The size of rocks to be removed will be limited to those that can be handled by two people. The contractor shall notify the Resource Manager when larger rocks are on the roads or parking areas. The roads and parking areas included are:
 - The roads and parking lot for the Resource Manager's Office, the Maintenance Shop entrance road and shop yard.
 - The Laurel River Dam Powerhouse Road, which begins at the intersection with Kentucky Hwy 1193 and terminates at the powerhouse security fence and includes any parking spaces or pull-offs along or at the end of said road.
 - KY Hwy 1193 from 500 yards south of the spillway bridge, to across the bridge near the south end. This includes the overlook parking lot, and ends at the intersection of 1193 and the powerhouse road.
 - Laurel River Dam Picnic Area access road, which begins at its intersection with KY Hwy 1193 and terminates at the circular turnaround in the picnic area and includes parking spaces or pull-offs along or at the end of the road.
 - The portion of KY Hwy 1193 crossing the top of the dam is excluded.
- Spillway and Tailrace - The entire length of the spillway area from the spillway itself to 150 feet downstream of the spillway edge. The right descending bank of the tailrace shall be cleaned from the Powerhouse to the transmission tower down to the water's edge.
- Beach and Swim Area - Area consists of a sandy beach approximately 1,000 feet long and of varying width running from the water's edge to and including the spillway crest. The north and south accesses to the area are included.

e. Refuse Removal and Cleaning of Receptacles

Remove and dispose of the contents of all refuse receptacles, and pickup and properly dispose of material on the ground or floor around each container. Refuse receptacles shall be emptied regardless of the amount of trash in them, replaced securely on stand or post (if provided), a new liner installed, and the cover replaced securely on the receptacle. Clean all receptacles and apply an approved disinfectant as needed to provide a sanitary facility that is free of unpleasant odors. Damaged or missing receptacles shall be reported in writing to the COR so they can be replaced. Disposal of all refuse shall be at the dumpster on site provided by the COR.

Each time the schedule calls for emptying the trash receptacle by the fishing pier, the contractor shall check the condition of the fishing pier. The contractor shall notify the COR if the fishing pier needs adjustment to prevent the walkway from extreme sloping or from becoming submerged. The COR will make the final determination if the fishing pier needs adjustment and if so, will order the work to be accomplished according to TP-9.2 with payment made by line item #0012. The Contractor shall notify the COR when high water exceeds the highest anchoring point for the fishing pier.

f. Signs and Bulletin Boards.

Thoroughly clean all structures and remove all insect nests and webs from the facility. Glass and/or plexi-glass portions of bulletin boards shall be cleaned inside and out using commercial cleaners manufactured for that purpose. All associated grounds and facilities shall be cleaned.

g. Playground Areas and Equipment

Clean the area in and around the playground equipment and horseshoe court to keep free of trash and debris such as broken glass, cans and bottles. Playground impact areas shall be kept free of leaves, grass and other vegetation. Area shall be raked to maintain level grade and fill in kicked out areas. The horseshoe court is to be raked and leveled. Sand and wood chips are to be added on an as needed basis. The Government shall supply both, which shall be brought from the stockpile areas by the Contractor.

h. Overlook Gazebo

Overlook gazebo shall be cleaned of food particles, spilled drinks, grease, dirt, litter, leaves, insect nests, webs and other debris by sweeping, mopping, scrubbing and/or hosing down including the floor, benches, ceiling, etc. All associated grounds and facilities such as sidewalks, steps and retaining walls shall be cleaned.

i. Graffiti Removal

Graffiti shall be removed from developed facilities as soon as possible using products specifically for that purpose. Graffiti remover shall be provided through the Government. The spillway-bridge, bridge piers, spillway walls and naturally occurring sandstone bluffs are excluded from this provision.

j. Wood Sealing

Water sealant (Thompson's Water Seal or its equivalent) shall be applied to all wooden picnic tables, the fixed fishing pier, and the deck and table behind the Resource Manager's Office once per year. Prior to application, the facilities shall be cleaned using steam or high- pressure water system. The work shall be performed in the late winter or early spring, with the schedule to be coordinated with the COR. The Government is to supply the sealant.

k. Beach Maintenance

Contractor is to check life jugs and replace any that are damaged or not serviceable. Usable life jugs that have been moved shall be returned to the holders. The Government shall supply the life jugs. The sand beach area is to be raked or graded to fill holes or eroded areas. Weeds are to be pulled up.

l. Inspections

The Contractor shall perform written safety inspections of the swim area, the picnic area and the playground weekly, using forms supplied by the Government. Inspections shall be turned in to the Government no later than the next working day. See *Exhibits D and E*.

TP-4.3 SCHEDULE OF WORK.

The following schedules of services are the minimum acceptable. Additional cleanups may be required to insure a satisfactory standard of cleanliness. No work shall begin prior to 6am or continue after 8pm unless otherwise specified or without permission of the COR.

a. Heavy Cleaning Work Schedule. Usually ordered 1 May through 30 September, but this is not guaranteed.

1. *Comfort Stations* - Cleaning shall be done between 6am and 10am seven (7) days a week.
2. *Picnic Shelter* - Clean once a day between 8am and 12pm seven (7) days per week.
3. *Picnic Sites* - Clean once a day between 8am and 12pm seven (7) days per week.
4. *Litter Removal* - Scattered litter shall be gathered and disposed of between 6am and 2pm seven (7) days per week.
5. *Refuse Removal and Cleaning Receptacles* - All receptacles (garbage cans) shall be emptied once a day between 6am and 2pm seven (7) days per week.
6. *Signs and Bulletin Boards* - Clean and check once per week on Thursdays.
7. *Playground Areas and Equipment* - Police playground area and horseshoe court; inspect equipment between 6am and 2pm once per day seven (7) days per week.
8. *Overlook Gazebo* - Clean once a day between 7am and 10am seven (7) days per week.
9. *Graffiti Removal* - As needed.
10. *Wood Sealing* - Once per year. Schedule to be arranged with the COR.
11. *Beach Maintenance* -
 - Litter and refuse are to be removed: Monday-Friday, five (5) days per week between 6am-10am.
 - Saturday and Sunday, plus Memorial Day, Independence Day, and Labor Day twice a day between 6am-10am and again between 2pm- 5pm.
 - Life jugs are to be serviced between 6am-10am once per day, seven (7) days per week.
 - Raking and grading to be performed between 6am-10am twice per week, on Mondays and Fridays.
 - Weed removal on the beach area to be performed once per month.

b. Intermediate Cleaning Work Schedule. Usually ordered for the months April and October, but this is not guaranteed.

1. *Comfort Stations* - Cleaning - twice per week on Monday and Thursday between 7 am and 5 pm
2. *Litter Removal* - twice per week on Monday and Thursday between 7 am and 5 pm.
3. *Refuse Removal and Cleaning Receptacles* - twice per week on Monday and Thursday between 7 am and 5 pm.
4. *Leaf Removal* - Service the facilities, roads and parking lots twice per month.
5. *Signs and Bulletin Boards* - Perform service once per week on Thursdays.
6. *Overlook Gazebo* - Perform service once per week on Thursdays.
7. *Graffiti Removal* - As needed.
8. *Beach Maintenance* - Litter and refuse removal - twice per week on Monday and Thursday between 7 am and 5 pm.

c. Light Cleaning Work Schedule. Usually ordered 1 November - 31 March, but this is not guaranteed. Work shall be performed on Mondays between 7am and 5 pm, except when a Holiday falls on Monday then all services will be done on Tuesday, except leaf removal and graffiti removal shall be performed as shown below.

1. *Comfort Stations* - Cleaning.
2. *Litter Removal*.
3. *Refuse Removal and Cleaning Receptacles*
4. *Leaf Removal* - Service the facilities, roads and parking lots once per month.
5. *Signs and Bulletin Boards*
6. *Overlook Gazebo*.
7. *Graffiti Removal* - As needed.
8. *Beach Maintenance* - Litter and refuse removal

TP-4.4 SPECIAL PROVISIONS.

Water. Water required for cleaning may be obtained from existing Government water supply systems or from other sources approved by the COR. The Contractor shall furnish all equipment necessary to load, transport and use water for cleaning in areas where water is not available, except that the Government shall provide for the Contractor's use, a 325-gallon water tank capable of being carried in the bed of a standard sized pickup truck. Fresh, clean water shall be used for all cleaning services. Water and electricity are not available at the Dam Overlook, Spillway or fishing pier parking lot.

- a. Dumping and Disposal Areas. The Contractor shall have full responsibility for using proper dumping and disposal areas. The areas shall be approved through State and local health agencies. No dumping or disposal will be permitted upon Government property without prior approval from the COR. Trash bags are to be securely tied upon removal. Dumpster lids and enclosure gates are to be kept closed.
- b. Light Bulbs. The Contractor shall replace any defective or missing light bulbs inside and outside buildings. Contractor is not required to replace bulbs on security lights that are on individual standards.
- c. Equipment. The Contractor shall furnish and maintain sufficient equipment suitable to perform the work. If trash compactors are not used, vehicles used to haul refuse to dump sites shall be covered to prevent refuse from falling or blowing off the vehicle. Vehicles used for hauling trash and refuse shall not leak onto roadways while servicing an area. Equipment to be used in the work will be inspected and approved by the COR as to condition, safety and suitability for the work prior to its use. Cleaning gear such as buckets, mops, brooms, brushes, sponges, rags, etc. shall be kept clean to avoid smearing. Gear that has become soiled will not be used.

TP-4.5 LOCATION OF WORK.

The work described herein shall be performed in designated areas listed in *Exhibit F*.

TECHNICAL PROVISIONS**Section 5****Mulching of Landscaped Areas****TP-5.1 GENERAL**

The work involves the placing of mulch at developed recreation areas, and administrative areas such as the Resource Manager's Office. Unless otherwise specified herein, all personnel, materials, supplies, tools, parts, equipment and vehicles required to perform the work shall be furnished through the Contractor.

TP-5.2 WORK TO BE PERFORMED – (Item #0007).

Shredded bark mulch shall be placed in planters (except gravel planters) and in the plant bed in front of the Resource Manager's Office at a depth approximately four (4) to six (6) inches. Mulch should also be placed around individual trees and shrubs for a radius of two (2) feet and four (4) inches to six (6) inches in depth. Mulch shall be kept out of crowns of shrubs and off buildings, sidewalks, light standards and other structures. Mulching shall generally be performed in April, on a date approved by the COR, using bulk mulch provided by the Government. The Contractor is responsible for loading, transporting, unloading and spreading the mulch. Mulch around trees shall be placed in a duck nest configuration to help hold water, with a 2" space from the tree trunk such that the mulch is not placed against the bark of the trees.

TP-5.3 LOCATION OF WORK.

The work described herein shall be performed in those areas listed in *Exhibit F*.

TECHNICAL PROVISIONS

Section 6

Cleaning of Patrol Boat

6.1 GENERAL

The Contractor shall provide, unless otherwise specified, all personnel, materials, supplies, tools and equipment to wash and clean Government patrol boat assigned to the Laurel River Lake Project.

6.2 WORK TO BE PERFORMED.

a. Cleaning Boat Interior – (Item #0008). Clean the boat interior areas by sweeping, dusting, damp wiping, vacuuming, etc. Hosing down the interior is not permitted. All glass surfaces shall be cleaned with a glass cleaner manufactured for this purpose. All trash shall be removed from interiors and disposed of in trash receptacles.

b. Cleaning Boat Exterior & Trailer – (Item #0009). Cleaning the exterior of the patrol boat (24ft. pontoon) including the hull, drive unit and trailer. The cleaning and washing to be accomplished shall consist of the hosing down, washing with an approved detergent, scrubbing, wiping, dusting and sweeping necessary to remove all dirt, mud, dust, tar, algae, mildew or other debris from exterior surfaces.

6.3 SCHEDULE OF WORK.

- Cleaning Boat Interior. Approximately six times a year from April through September as ordered by the COR.
- Cleaning Boat Exterior & Trailer. Approximately twice per year in April and September as ordered by the COR.

6.4 LOCATION OF WORK.

The cleaning of equipment shall be performed at the Resource Maintenance shop area.

6.5 SPECIAL PROVISIONS.

- a. The equipment inventory is subject to change as the equipment is replaced, as new items are purchased or as items are loaned or transferred to other projects. The inventory of equipment is expected to remain relatively stable.
- b. After washing, hoses shall be removed from hose bib, drained and stored.

TECHNICAL PROVISIONS

Section 7

Janitorial Services for

The Resource Manager's Office,
Maintenance Compound and Shop

TP-7.1 GENERAL

The work shall consist of providing janitorial and cleaning services for the Resource Manager's Office, Maintenance Compound and Shop. See *Exhibit G* for approximate dimensions and square footage. The Contractor shall provide all personnel, materials, supplies, tools, parts, vehicles and equipment to perform this work, except that Contractor may use built-in vacuum system at the Resource Manager's Office. If the Contractor uses built-in system, the central collection canister shall be checked at least once per month and the bag changed as needed. Contractor may use wet/dry vacuum at the shop provided the vacuum is emptied and the filter is cleaned regularly by the Contractor. Garden hoses located at the shop and office are also available for Contractor use.

TP-7.2 WORK TO BE PERFORMED, LOCATION AND SCHEDULE OF SERVICES.A. Resource Manager's Office – (Item #0010).

1. Floors

- a. *Vacuum carpets* – Vacuum carpets weekly (Monday).
- b. *All carpets* – Spot clean as needed to keep the carpet stain free.
- c. *Restrooms* – Sweep or vacuum then wet mop with cleanser/disinfectant solution weekly (Monday).

2. Windows (Interior & Exterior)

Clean all windows once each month during the first week of each month. Spot clean as needed (including dusting all sills weekly). Trim shall be wiped dry immediately after cleaning each window. Venetian blinds are to be dusted once per week. Metal blinds are to be removed, washed and re-hung once per year in April.

3. Waste Baskets & Trash Receptacles (Interior & Exterior)

- a. Empty weekly (Monday).
- b. Wash - Monthly.
- c. Replace plastic bag liners - as needed.

4. Drinking Fountain

- a. Disinfect and rinse fountainhead and drain-pan weekly.
- b. Clean sides and front of cabinet once monthly.

5. Furniture (Desks, tables, chairs, stools, bookcases, map cabinets, etc.)

- a. Dust horizontal furniture surfaces weekly.
- b. Clean tops of all desks, computer equipment, credenzas & tables and polish using approved furniture polish weekly. Do not use furniture polish on laminated plastic and glass tops. Clean laminated plastic or glass tops with approved cleaners weekly.
- c. Damp wipe vertical surfaces of all metal desks, cabinets, file cabinet shelves, etc., once monthly. Dust and damp wipe horizontal surfaces weekly.
- d. Wipe all chairs and stools (including legs and cross braces) weekly. Clean fabric with approved upholstery cleaner twice a year in November and May.
- e. Bookcases and cabinets with glass doors.
 - 1) Dust and wipe horizontal and vertical surfaces weekly.
 - 2) Clean glass (both sides) once monthly.
- f. Clean and damp wipe surfaces of telephone and radio units weekly.
- g. Clean computer monitor and equipment weekly using a product especially formulated for that purpose.

6. Pictures and Displays

Dust all picture frames and exhibits weekly.

7. Baseboards

- a. Dust once a week.

- b. Damp wipe once a month.

8. Lights

Clean light fixtures and covers inside and out once every 2 months (Change light bulbs as needed).

9. Heating & Cooling System.

- a. Air return grill and vents shall be cleaned once a month.
- b. Change filters once a month.

10. Walls & Ceilings (Interior), Doors (Interior & Exterior)

- a. Clean and wax/polish panel walls and doors twice a year (once at the beginning of the contract and six months thereafter). Wash painted doors at the same times. Spot clean as needed.
- b. Dust and wipe panel walls and all doors three months after each waxing/polishing.
- c. Dust cobwebs, etc. from corners of doors, walls, ceilings, light fixtures, etc., twice monthly.
- d. Spot clean painted walls as needed.

11. Restrooms

- a. Lavatories, toilets and urinals shall be cleaned and disinfected weekly.
- b. Restrooms shall be supplied with hand-soap, paper towels, toilet tissue, and deodorant weekly in sufficient quantity to last until the next re-supplying.
- c. Clean mirrors weekly.

12. Break Room/Kitchen

- a. Cabinets
 - 1) Clean exterior surfaces weekly.
 - 2) Interior surfaces - Remove contents, clean interior and replace contents every three months.
- b. Refrigerator & Freezer.
 - 1) Clean exterior surfaces once per week.
 - 2) Interior surfaces - Remove contents, clean with mild soap and soft cloth and replace contents every three months. Do not use glass cleaner or abrasives on the interior.
- c. Sink, countertop, stovetop, splashguard and drain-board shall be cleaned weekly.

13. Walls & Roof Overhang (Exterior)

Remove cobwebs, spider webs, insect nests, etc. from walls, and in corners and roof overhang.

Summer months (Apr-Sept) - weekly

Winter months (Oct-Mar) - once monthly (first week).

14. Exterior.

- a. Walkways, Porch & Deck - Sweep walkways, porch and deck weekly. Hose off walkways, porch and deck once monthly from April through October.
- b. Check gutters and roof in December and April and remove leaves, sticks and debris.

B. Maintenance Compound & Shop – (Item #0011).

1. Floors (concrete)

- a. Sweep or vacuum weekly.
- b. Wet mop with disinfectant solution once a week.
- c. Remove paint spots, marks and other material from shop floor as needed.

2. Floors (carpet)

Vacuum weekly. Clean by shampooing, steam cleaning or other approved method once per year in October. Spot clean as needed to keep stain free.

3. Windows

- a. Clean interiors and exteriors of both panes and the sill between the panes twice a year in November and May.
- b. Dust exposed sill, bars and between bars weekly.
- c. Spot clean as necessary.

4. Doors (Interior & Exterior)

- a. Clean both sides of glass in overhead doors in October and April.
- b. Clean metal painted surfaces once per month. Overhead doors excluded.

5. Waste Baskets & Trash Receptacles (Interior & Exterior)

- a. Weekly.
- b. Wash once per month.
- c. Replace plastic liners as needed.

6. Drinking Fountain

Clean weekly.

7. Office & Storage Room Furniture (including desks, tables, chairs, cabinets, pictures and displays).

- a. Dust all furniture and clean desktops weekly.
- b. Damp wipe all metal furniture, cabinets, and pictures every two weeks.
- c. Clean telephone and radio exterior surfaces weekly.
- d. Refrigerator - Clean exterior surfaces every other week. Clean interior surfaces once every six months.

8. Lights

Clean fixtures and covers/guards of interior lights inside and out twice per year in October and April. Replace light bulbs as needed.

9. Walls, Ceilings and Overhead Doors (Interior)

Remove cobwebs, insects and nests as needed. Wash or scrub interior to remove scuffs and dirt twice per year in October and April.

10. Restrooms

- a. Clean and disinfect lavatory, mirror and toilet weekly.
- b. Restrooms shall be kept supplied with antibacterial hand soap, paper towels, toilet paper, and deodorant.

11. Heating & Cooling Systems

Check permanent filters on two window unit heat pumps every other month and wash as necessary.

12. Shop Bays

- a. Horizontal Surfaces such as workbenches, table power tools, cabinet and shelving shall be dusted once per week.
- b. Vertical surfaces shall be dusted once per month.

13. Building Exterior

- a. Check gutters and roof in December and April and remove leaves, sticks and debris.
- b. Walls and Roof Overhang (Exterior) - Remove cobwebs, insects and insect nests as needed. Includes exteriors of overhead doors. Wash building exterior once per year in May.

14. Maintenance Shop Yard & Fence

Remove all litter, gravel, dirt, leaves, limbs and other debris from shop yard and fence as far as the outside edge of the gravel shoulder weekly. Hose off asphalt and dumpster enclosure once per month. Washing of shop yard shall be done when the outside temperature is above freezing.

TP-7.3 SPECIAL PROVISIONS.

- 1. Work will be performed on Monday, except when a Holiday falls on Monday then all services will be done on Tuesday.
- 2. Services in office areas shall be performed after 5pm and in shop areas after 3pm to insure a minimum amount of disruption to Government employees and visitors. The Contractor shall submit a time schedule for approval by the COR. Unless otherwise specified, all work is to be accomplished on the days specified, except holidays, and weekends.
- 3. The Government will furnish the fluorescent light bulbs. The Contractor is not required to replace bulbs on security lights, which are individual standards.

TECHNICAL PROVISIONS**Section 8****Beach Area Water Sampling****TP-8.1 GENERAL.**

The Contractor shall provide, unless otherwise specified, all personnel, materials, supplies, parts, tools, vehicles, equipment and transportation to do beach area water sampling.

TP-8.2 WORK TO BE PERFORMED AND LOCATION – (Item #0012).

The Contractor shall collect a water sample from the beach on Laurel River Lake. The sample shall be obtained approximately ten (10) feet from shore in the area designated by the COR. The containers used for sampling should meet the standard set by the Kentucky Division of Water. Water samples shall be tested for fecal coliform in accordance with the State of Kentucky regulations and the analysis procedures contained in the latest edition of the Environmental Protection Agency (EPA), Standard Methods for the Examination of Water and Wastewater Analysis and 40 CFR Part 136. The Contractor shall furnish the containers and the test fee.

A verbal report of the test results shall be telephoned to the Resource Manager's Office (606) 864-6412 by the day following the test or faxed to (606) 878-9724. Written reports shall be sent within two days following the test to:

Resource Manager
Laurel River Lake
1433 Laurel Lake Road
London, KY 40744-9739

TP-8.3 SCHEDULE OF WORK. The exact schedule will be determined by the COR. Generally, a single sample should be taken approximately one week prior to the opening of the beach, usually in mid May. After the initial sample, biweekly (every two weeks) sampling is required. Samples should be collected on Monday morning. The biweekly sampling schedule will continue until the season closure of the beach or through the month of September, as determined by the COR.

Additional testing may be directed by the COR if excessive coliform levels are found, 400 coliform per 100 ml for Kentucky primary waters, or as other circumstances dictate. Additional samples may be ordered and paid at unit price.

TECHNICAL PROVISIONS

Section 9

Fishing Pier Adjustment

TP-9.1 GENERAL.

The Contractor shall provide, unless otherwise specified, all personnel, materials, supplies, parts, tools, vehicles, equipment and transportation to raise or lower courtesy fishing pier.

TP-9.2 WORK TO BE PERFORMED AND LOCATION – (Item #0013).

The fishing pier shall be adjusted by moving the float, adjusting the cables, and moving the walkway up or down the steps. Work typically involves a couple of workers using a truck with a wench, skid loader, or tractor to accommodate the weight of the float. The Contractor shall notify the COR when high water exceeds the highest anchoring point for the fishing pier.

The Contractor will check the status of the fishing pier as the area is cleaned according to the schedule in Section 4 and notify the COR if the float needs adjustment to prevent the walkway from extreme sloping or from becoming submerged. Fishing pier adjustments will be ordered by the COR as needed when considerable lake fluctuation is anticipated.

The fishing pier is located in the picnic area.

EXHIBIT A

CONTRACT DISCREPANCY REPORT For use of this form, see DA PAM 715-15; the proponent agency is DCSLOG.			1. CONTRACT NUMBER
2. TO: <i>(Contractor and Manager Name)</i>		3. FROM: <i>(Name of QAE)</i>	
DATES			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS/Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER			
TO: <i>(Contracting Officer)</i>		7. FROM: <i>(Contractor)</i>	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS <i>(Payment deduction, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
QAE			
CONTRACTING OFFICER			

EXHIBIT B

INVOICE					DATE	
FIRM NAME and ADDRESS (GIVE COMPLETE ADDRESS TO WHICH CHECK SHOULD BE MAILED)						
SOLD TO <div style="text-align: center;">U.S. ARMY ENGINEER DISTRICT, NASHVILLE P.O. BOX 1070 NASHVILLE, TENN. 37202</div>						
DELIVERED TO					PURCHASE ORDER NUMBER	
					TERMS	
DELIVERY DATE	ARTICLES or SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
I certify that the above billis correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been compiled with; and that State and local sales taxes are not icluded in the amounts billed.						
FIRM NAME			BY (Signature)	TITLE		
INSTRUCTIONS to SUPPLIERS: 1. Render invoice in (DUPLICATE) (QUADRUPLICATE) 2. Invoices written in pencil (unless indelible) will not be accepted. 3. If delivered on more than one date, fill out such dates in first column to left. 4. If shipment is made by parcel post, the point of origin and the weight shall be shown on the invoice. 5. Sign certificate in ink on original copy only. If two or more pages ae used for invoicing, the totals are to be carried forward from one page to the next and the certification should be signed in ink on the original copy of the last page only.						

EXHIBIT C

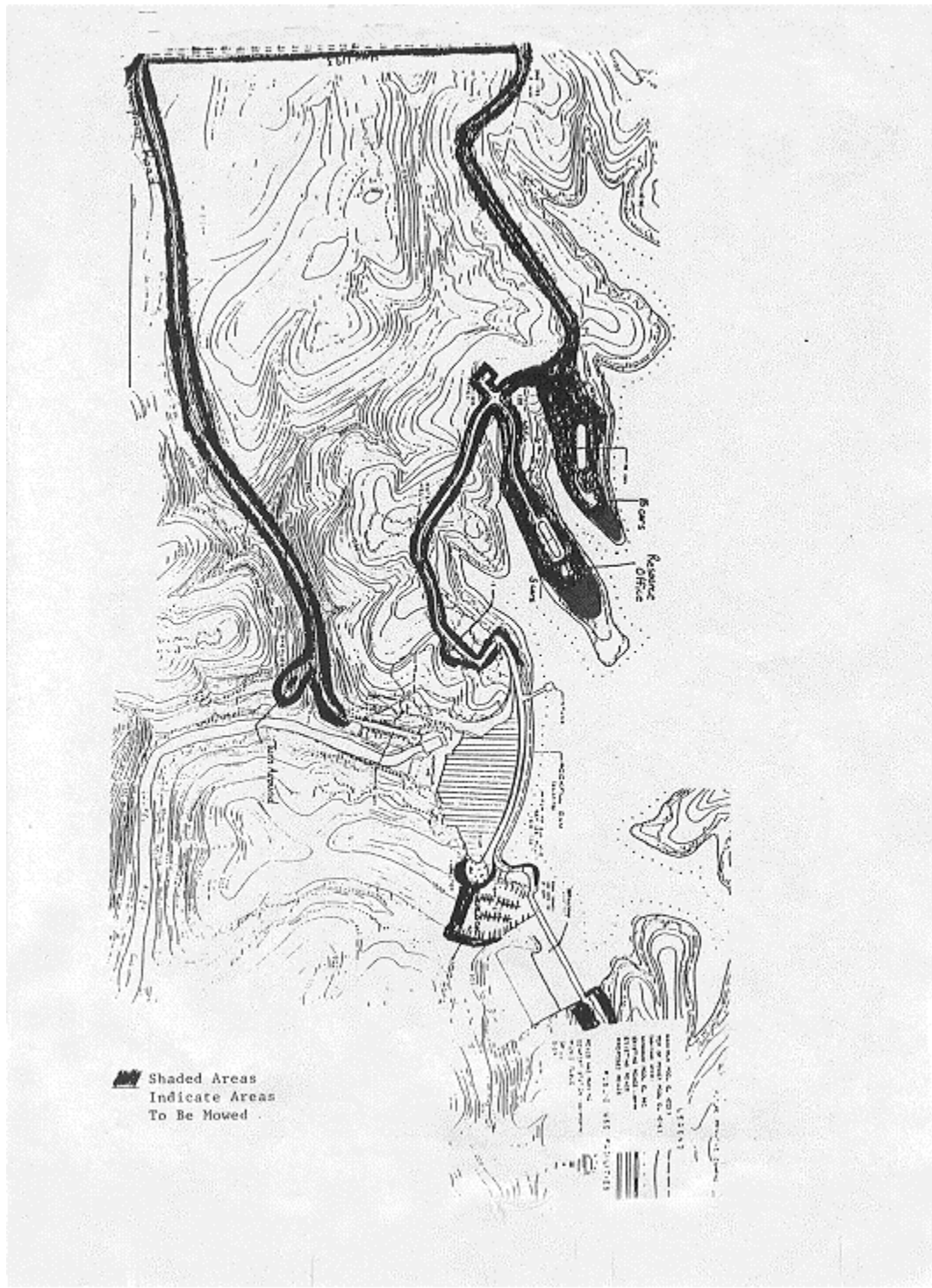


EXHIBIT D

SWIMMING BEACH INSPECTION CHECKLIST			
Project:		Contract No:	
Contractor:		Work Order No:	
Directions: Check "Yes" or "No" as appropriate. List any remarks. For any deficiency, safety hazard, or problem, put a number in the remarks column. Then list that number with a corresponding detailed description of the problem.			
Task	Yes	No	
1. Beach area above the water line.			
a. Signs			
(1) Are all signs shown on Exhibit in place?			
(2) In good condition-readable?			
b. Beach Rules			
(1) Clearly identified?			
(2) Readable?			
c. Safety Equipment (list furnished by COR)			
(1) Is the equipment readily available?			
(2) Is it complete and operable?			
(3) Clearly marked?			
d. Beach Surface			
(1) Does sand (or soft material) cover all of the designated area?			
(2) Smooth and free from erosion?			
(3) Clear of weeds and growth?			
(4) Clear of litter (glass, can lids, etc.)?			
e. Telephone			
(1) Operational?			
(2) Any repairs required?			
(3) Emergency numbers posted?			
2. Swimming Areas.			
a. Buoy lines and marker buoys (locations and depths specific to the site)			
(1) Are the buoy lines properly installed?			
(2) Have they moved from their positions?			
(3) Are they in good condition?			
(4) Are there rough parts that could injure?			
(5) Are boat warning buoys properly placed?			
b. Water Depth Indicators			
(1) Are they present at the designated location?			
(2) Are they readable?			
c. Water			
(1) Describe water clarity.			
(2) Is the surface free of floating debris?			
(3) Are there any in-water hazards visible or reported by swimmers?			
Description of deficiency, safety hazard, or problem. Give exact location and any recommended corrections. (COR comments on deficiencies will be located on the back of this form.)			
Contractor Representative:		COR:	
Date of Inspection:		D	
Time Inspection Completed:			

EXHIBIT E

CEORN-OR-R (200-1C)

NASHVILLE DISTRICT**RECREATION AREA SAFETY INSPECTION CHECKLIST****PROJECT** _____ **DATE** _____ **OBSERVER'S NAME** _____

RECREATION AREA _____ INSPECTION COMPLETED (HOUR) _____

Fill in this checklist with "Yes" or "No" as appropriate and list any remarks on the back of this checklist.

1. TELEPHONE
 - a) Are repairs needed? _____
 - b) Is location optimum? _____
 - c) Are emergency numbers posted? _____
2. TREES
 - a) Are dead trees, limbs or suspected falling objects noted? _____
3. TRIPPING HAZARDS
 - a) Are guy wires or stakes for poles, trees, floats, etc. posing hazards? _____
 - b) Are holes, drop-offs, unsafe ditches, etc. noted? _____
4. PLAYGROUND EQUIPMENT
 - a) Impacted around equipment with sand, sawdust, etc.? _____
 - b) Are parts excessively worn, or other repairs needed? _____
 - c) Are sharp objects, pinch points or unsafe equipment noted? _____
5. GENERAL SAFETY
 - a) Are sharp objects, glass, fallen rocks or litter noted? _____
 - b) Are construction areas properly restricted? _____
 - c) Are first aid kits and fire extinguishers with park attendant? _____
 - d) Are cables and gates marked for visibility? _____
 - e) Are curbing and guardrails installed/in good condition? _____
 - f) Are slick floors or tripping hazards noted? _____
 - g) Are tables and benches safe and clean? _____
 - h) Is algae on boat ramps or debris on or in vicinity of ramps? _____
6. ELECTRIC WIRING
 - a) Are overhead power line crossings dangling/sagging low? _____
 - b) Is unguarded or unburied temporary wiring noted? _____
7. FLOATS
 - a) Are repairs needed or slippery surfaces noted? _____
 - b) Are sharp edges noted or flotation needed? _____
8. SECURITY
 - a) Is this area covered by law enforcement contract? _____
 - b) Are gates, doors, storage areas, etc. secured? _____
 - c) Are boat ramps lighted? _____
9. SIGNS
 - a) Are signs needed? _____
 - b) Are signs legible and in good state of repair? _____

Give description of safety hazards or problems, with exact location and any recommended corrective action on the back of this checklist.

EXHIBIT F

APPROXIMATE QUANTITIES BY AREA

Item	Res. Mgr. <u>Office</u>	Maintenance <u>Shop</u>	Floating <u>Pier Area</u>	LAU/R Rd. <u>Turnaround</u>
Bulletin Boards	1	1	--	--
Fishing Piers	--	--	1	--
Garbage Cans	8	4	3	--
Grills	--	--	--	--
Mow, Trim & Litter Removal (acres)	2	2	1	2
Parking Area (sq. yd.)	220	1750	650	--
Picnic Shelters	--	--	--	--
Picnic Sites	--	--	--	--
Plant Beds/Sign Bases	2	--	1	--
Trees w/Mulch	30	--	8	--
Overlook Structure	--	--	--	--
Playground Areas	--	--	--	--
Portable Toilets	--	--	--	--
Restrooms	2	1	--	--
Roads (miles)	0.1	0.1	--	0.2
Ditch-rows (miles)	0.3	0.3	0.1	0.1
Water Fountains	1	1	--	--

EXHIBIT F

APPROXIMATE QUANTITIES BY AREA

Item	<u>LAU/P Rd</u> <u>Tailrace</u>	<u>Picnic</u> <u>Area</u>	<u>Overlook</u>	<u>Spillway,</u> <u>Bridge, Hwy 1193,</u> <u>Beach</u>	<u>Intake</u> <u>Steps</u>
Bulletin Boards	1	3	--	--	--
Fishing Piers	--	1	--	--	--
Garbage Cans	4	27	8	15	1
Grills	1	23	--	--	--
Mow, Trim & Litter Removal (acres)	3	2.5	2	*	.5
Parking Area (sq. yd)	250	450	2450	--	--
Picnic Shelters	--	2	--	--	--
Picnic Sites	1	19	--	--	--
Plant Beds/Sign Bases	2	4	--	1	--
Specimen Trees w/Mulch	--	--	--	--	--
Overlook Structure	--	--	1	--	--
Playground Areas	--	1	--	--	--
Portable Toilets	--	--	2	--	--
Restrooms	1	1	1	--	--
Roads (miles)	1.1	0.7	--	2.5	--
Ditch-rows (miles)	2.2	1.2	--	--	--
Water Fountains	1	2	--	--	--

*Litter Removal only – 10 acres, Mow and Litter Removal – 5 acres
(No mowing – sand beach)

EXHIBIT G

JANITORIAL SERVICES

FLOOR AREAS FOR RESOURCE MANAGER'S OFFICE

& MAINTENANCE SHOP

	<u>Approx. Dimensions</u>	<u>Sq. Ft.</u>
<i>Resource Manager's Office</i>		
Secretary's Office	15x20	300
Conference Room	12x15	180
Manager's Office	12x25	300
Communications Room	8x14	112
Visitor Center	12x15	180
Break Room	10x11	110
Restrooms, 2 each with 1 toilet, 1 basin	5x6	60
TOTAL FLOOR AREA	1242	

	<u>Approx. Dimensions</u>	<u>Sq. Ft.</u>
Maintenance Shop Area		
<i>Paved Shop Yard w/Fence</i>	105x150	15,750
Main Shop Building Exterior	24x105	2,520
Foyer	4x8	32
Office	10x16	160
Restroom (1 toilet, 1 basin)	5x6	30
Break/Storage Room	12x24	288
Work Bays	24x54	1,296
Metal Storage Building	6x9	54
Wooden Storage Shed	8x8	64
Wooden Storage Shed	12x18	216

INSTRUCTIONS TO BIDDERS**CONTENT AND FORMAT OF PROPOSAL**

Award of this Contract will be made on the basis of the Lowest Technical Acceptable Price Proposal. The elements that will be evaluated are Technical, Past Performance, and Price. When the Technical and past Performance elements are combined they become slightly more important than price.

1. TECHNICAL PROPOSAL. The Technical Proposal shall include information that will demonstrate the company's ability to technically perform the work specified in this solicitation. Provide a complete resume of contracting experience during the past five (5) years including Federal, State, and local government and private sector contracts that demonstrate your capability to perform the work specified in this solicitation. Include the names and background of any predecessor companies. Provide the following information which will be used to determine your past performance:

- (a) Date – beginning & ending dates of the contract.
- (b) Type – service, construction, etc. or other brief title describing the type of contract held.
- (c) Dollar Value – the amount of the total contract bid or gross earning.
- (d) Contract Number – or other document or purchase order identification.
- (e) Contracting Office – name, address and phone number of agency, business, firm, etc. that awarded the contract.
- (f) References – name, title, address and phone number of person or persons from the above contracting office most familiar with your overall performance under the contract.
- (g) Description – a brief paragraph of the work performed and the location.
- (h) Noted Deficiencies or problems encountered relating to contract performance. Provide a brief summary that describes any problems and corrective action taken.

2. PAST PERFORMANCE PROPOSAL: The Past Performance Proposal shall include information that will address the company's ability to perform the work specified in this solicitation. It shall be in the same format as referenced above in paragraph one (1). The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. Provide a detailed narrative describing the quality of service provided.

3. PRICE. Price proposals shall be complete, detailed and submitted on the forms provided in the Request for Proposal. Each item of the schedule of prices will be evaluated for completeness and compatibility with the technical proposal and assurance that it is not materially unbalanced. Price reasonableness will be determined in accordance with the Federal Acquisition Regulation Part 15.305 (a) (1).

4. SITE INSPECTION PRIOR TO SUBMITTING OFFER. The Resource Manager will conduct a tour of the project that will include visits to the recreation areas and facilities to be maintained under this contract. Participants will need to provide their own transportation and follow a Corps vehicle to the different sites around the lake. The Resource Manager will also conduct a conference to discuss and answer questions concerning the specifications. The conference will begin at 10:00 a.m., Eastern Time, on Friday, November

7, 2003 at the Laurel River Lake Resource Manager's Office. The tour will begin immediately after the conference and conclude at approximately 12:00 noon. Please notify Resource Manager Toni Rushing of the number of representatives your company will send to the conference/tour. Telephone: 606-864-6412.

5. EVALUATION CRITERIA. The Technical Proposal will be evaluated on past performance with the offeror's record of conforming to specifications and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; concern for safety and accident prevention; reasonable and cooperative behavior and commitment to customer satisfaction. The Government will consider information in the offeror's proposal and information obtained from other sources. Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. Proposals will be rated Satisfactory, Marginal, or Unsatisfactory.

Satisfactory: A proposal that meets all standards. Marginal: A proposal, which fails to meet some standards; a low probability of success. Unsatisfactory: A proposal which has no reasonable chance of success; major flaws exist. The Price Proposal will be evaluated by reviewing each item of the bid schedule for completeness and compatibility and assurance that it is not materially unbalanced. The reasonableness of each offeror's price proposal will be evaluated based on the Governments' cost estimate. The total contract price for Initial and Option Year will be evaluated, with the primary emphasis on the lowest submitted price with a satisfactory Technical Proposal.

WAGE DETERMINATION

The Electronic Web Site for the Wage Determination for this Solicitation can be located at <http://www.ceals.usace.army.mil/>. The Wage Determination for this solicitation is WAGE DETERMINATION NO: 94-2221 REV (27) AREA: KY,LEXINGTON.
